

LG
2/21/12

R. 17721

AGREEMENT FOR MEDICAL EXAMINER SERVICES

THIS AGREEMENT, by and between Jackson County, Missouri, a Constitutional Home Rule Charter County of the State of Missouri, hereinafter called "Jackson County," and Platte County, Missouri, a County of the First Class of the State of Missouri, hereinafter called "Platte County," is made and entered into this 30 day of Jan, 2012.

WITNESSETH:

WHEREAS, Platte County, Missouri, a county of the first class, is required by sections 58.700 and 58.705, RSMo, to appoint a physician duly licensed by the Missouri State Board of Healing Arts as Platte County's medical examiner; and,

WHEREAS, section 58.765, RSMo, authorizes any two or more counties to, by contract, join in the appointment of a county medical examiner to serve all such counties and requires the counties' governing bodies to approve the contract, administer the appointment, and allocate the costs among the counties; and,

WHEREAS, Mary Dudley, M.D., the duly appointed medical examiner of Jackson County, is fully qualified, ready, and willing to serve as Platte County's Medical Examiner; and,

WHEREAS, the Jackson County Medical Examiner and Platte County have agreed on an equitable arrangement for the funding of a joint medical examiner's office to be located at the site of the current Jackson County Medical Examiner's facility; and,

FILED
FEB 17 2012
MARY JO SPINO
COUNTY CLERK

WHEREAS, it is in the best interests of the public health, safety, and welfare of the citizens of both Jackson and Platte Counties that the counties cooperate in the joint funding and operation of a single medical examiner's office; now therefore

In consideration of the above and foregoing and the promises and covenants herein contained, it is agreed by and between the parties as follows:

1. Jackson County Medical Examiner Mary Dudley, M. D., shall continue to serve as the Platte County Medical Examiner.

2. Jackson County shall provide and otherwise make available to Platte County all resources of the Jackson County Medical Examiner's office, for the purpose of allowing Dr. Dudley to discharge all responsibilities of the Platte County Medical Examiner as set out in Chapter 58, RSMo, as amended, in accordance with the standards of the National Association of Medical Examiners, in the same manner as for Jackson County cases.

3. Jackson County shall be responsible for maintaining and storing all records of the Platte County Medical Examiner relating to cases investigated by that office arising on or after January 1, 1993, the date on which Jackson County began providing Medical Examiner services to Platte County. Platte County shall be responsible for maintaining and storing all of its medical examiner records relating to cases arising before that date.

4. Jackson County shall be responsible and provide all resources of the Jackson County Medical Examiners Office, for the purpose of handling all mass fatality incidents that occur in Platte County. The responsibility of requesting outside local, state or federal resources to assist with the recovery, identification, processing and

releasing of decedents will fall under the authority of the Chief Medical Examiner of Jackson County, Missouri.

5. For the services set out above, Platte County will pay Jackson County the sum of \$80,429.00, for the year 2012, in quarterly installments of \$20,107.25. The initial installment shall be due on January 1, 2012, with the remaining installments due, respectively, on the first day of each succeeding calendar quarter after this Agreement shall have commenced. All payments shall be made to Jackson County's Director of Finance and Purchasing.

6. The payments set out in paragraph 5 above shall constitute the entire amount that Platte County is obligated to pay for medical examiner services described in paragraphs 2, 3 and 4, except that any fees billed for court appearances, travel, professional fees, and document preparation by independent contract pathologists or other experts retained by Jackson County, or by former employees of the Medical Examiner's Office, with regard to Platte County death cases shall be the additional responsibility and cost of Platte County.

7. Platte County shall indemnify, defend, and hold harmless Jackson County and all of its agents, agencies, and employees, from all claims of every kind and nature whatsoever, arising out of or resulting from Platte County death cases and investigations. Jackson County shall indemnify, defend, and hold harmless Platte County and all of its agents, agencies, and employees, with regard to such claims arising out of Jackson County death cases and investigations.

8. This Agreement shall be effective as of January 1, 2012, and shall continue until December 31, 2012, unless sooner terminated. This Agreement may be

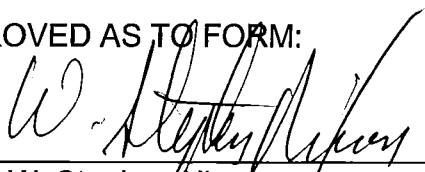
terminated by either party upon 30 days' written notice to the other party. Said notices, if issued, shall be issued to Jackson County's Medical Examiner and to Platte County's Presiding Commissioner.

9. This Agreement incorporates the entire Agreement and understanding of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

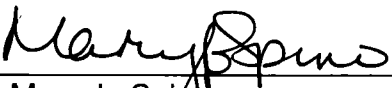
JACKSON COUNTY, MISSOURI

APPROVED AS TO FORM:

By 
W. Stephen Nixon
County Counselor

By 
Michael D. Sanders
County Executive

ATTEST:

By 
Mary Jo Spino
Clerk of the County Legislature

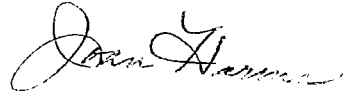
PLATTE COUNTY, MISSOURI

APPROVED AS TO FORM

By 
County Counselor

By 
Presiding Commissioner

ATTEST:

By 
County Clerk





PLATTE COUNTY COMMISSION

KATHYA DUSENBERY
1ST DISTRICT COMMISSIONER

JASON BROWN
PRESIDING COMMISSIONER

JIM PLUNKETT
2ND DISTRICT COMMISSIONER

Approved as to form:

See Attached

County Counselor

Pursuant to Section 50.660 and 55.160 RSMo., I hereby certify that there is a balance (or anticipated revenue) otherwise unencumbered to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance (or anticipated revenue) otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Kevin Robinson, County Auditor

REQUEST FOR LEGISLATIVE ACTION

Res/Ord. No.: 17721
 Sponsor(s): Theresa Garza Ruiz
 Date: November 7, 2011

SUBJECT	Action Requested <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance Project/Title: Authorizing Cooperative Agreement with Platte County											
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="329 489 1198 714"> <tr> <td>Amount authorized by this legislation:</td> <td>\$80,429.00*</td> </tr> <tr> <td>Amount previously authorized:</td> <td>\$77,709.00</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$80,429.00</td> </tr> <tr> <td>Amount budgeted:</td> <td>\$80,429.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number</td> <td>Health Fund 002-9999-45405</td> </tr> </table> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p>Prior Year Budget (if applicable): N/A Prior Year Actual Amount Spent (if applicable): N/A</p>		Amount authorized by this legislation:	\$80,429.00*	Amount previously authorized:	\$77,709.00	Total amount authorized after this legislative action:	\$80,429.00	Amount budgeted:	\$80,429.00	Source of funding (name of fund) and account code number	Health Fund 002-9999-45405
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Amount budgeted:	\$80,429.00											
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PRIOR LEGISLATION	Prior ordinances and (date): N/A Prior resolutions and (date): 17385 10/4/11											
CONTACT INFORMATION	RLA drafted by (name and title): Denise Dobbins/ Administrative Supervisor											
REQUEST SUMMARY	The JCMEO is requesting a resolution to execute a cooperative agreement for Medical Examiner services with Platte County, Missouri, for compensation payable to Jackson County in the amount of \$77,709.00.											
ATTACHMENTS												
REVIEW	<table border="1" data-bbox="313 1707 1526 1940"> <tr> <td>Department Director: <i>Mary D. Dudley MD</i></td> <td>Date: 10/26/11</td> </tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i></td> <td>Date:</td> </tr> <tr> <td>Division Manager: <i>[Signature]</i></td> <td>Date: 11/6/11</td> </tr> <tr> <td>County Counselor's Office:</td> <td>Date:</td> </tr> </table>		Department Director: <i>Mary D. Dudley MD</i>	Date: 10/26/11	Finance (Budget Approval): <i>If applicable</i>	Date:	Division Manager: <i>[Signature]</i>	Date: 11/6/11	County Counselor's Office:	Date:		
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